Case No. 2302974/2019

THE EMPLOYMENT TRIBUNAL

SITTING AT: **LONDON SOUTH**

BEFORE: **EMPLOYMENT JUDGE TRUSCOTT QC**

BETWEEN:

Mr I Mbola

Claimant

AND

Royal Mail

Respondent

ON: **21 January 2020**

Appearances:

For the Claimant: **Mr S Bennett FRU**

For the Respondent: **Mr J McArdle Legal executive**

JUDGMENT

The judgment of the Tribunal is that the Claimant's claim of unfair dismissal brought under Part X of the Employment Rights Act 1996 is not well founded and is dismissed.

REASONS

PRELIMINARY

1. The Claimant gave evidence on his own behalf and was represented by Mr Bennett of the FRU. The Respondent was represented by Mr J McArdle, who led the evidence of Mrs G Barter, operations manager and Mrs L Turley, independent caseworker.

2. There was a volume of documents to which reference will be made where necessary.

3. By agreement, the hearing addressed liability only.

ISSUES

Unfair Dismissal

1. Was the Claimant dismissed for a fair reason under s.98(2) Employment Rights Act (“ERA”) 1996? The Respondent avers that the reason for dismissal was conduct.
2. If so, did the Respondent act reasonably in all the circumstances in treating that as a sufficient reason to dismiss him? In particular:
   a. Did the Respondent have reasonable grounds for its belief that the Claimant was guilty of this misconduct?
   b. Had the Respondent carried out as much investigation as was reasonable in the circumstances?
   c. Was the procedure followed by the Respondent within the range of reasonable options open to a reasonable employer?
   d. Was the decision to dismiss a fair sanction; that is, was it within the range of reasonable responses?

Findings of fact

1. The Claimant commenced his period of continuous employment with the Respondent on 10 May 2007. He was dismissed on 8 May 2019.

2. It is the duty of the Respondent to ensure that all mail entrusted to it reaches its destination promptly and safely. The external regulator, Postcomm, can impose penalties or even withdraw its licence to operate if it fails to deliver on its obligations. The Respondent also has an active consumer watchdog, Postwatch, which monitors the service it provides to its customers.

3. The Respondent is also operating in an ever increasing market place which makes the efficiency and performance of its services even more important. For the business to adapt to this new environment it is essential that all employees work hard to ensure the business keeps the absolute trust of its customers. The strength of the Respondent rests with the integrity of each individual employee.

4. The Respondent sets standards of conduct for its employees and these standards are set out in its Conduct Policy. All employees are subject to the Conduct Policy. The Conduct Policy [37-43] states that some types of behaviour are so serious and unacceptable that they warrant dismissal without notice, even for a first offence.

5. The National Conduct Procedure Agreement between the Respondent and the CWU [44-56] also deals with ‘Delay to customers’ mail’ – ‘Our customers trust us to collect process and deliver their mail securely. The responsibility for avoiding delay to the mail and giving it prompt and correct treatment is one of the most important duties of all Royal Group employees. ‘(page 53)

Delay to mail

‘Delay to mail can be treated as:

Unintentional delay
Unexcused delay
Intentional delay

Intentional delay of mail is classed as gross misconduct which, if proven, could lead to dismissal. The test to determine whether actions may be considered as intentional delay is whether the action taken by the employee knowingly was deliberate with an intention to delay mail.

Where proven, such breaches of conduct can lead to dismissal, even for a first offence; indeed intentional delay is a criminal offence and can result in prosecution. (page 54).

6. Upon commencing employment employees are required to read and sign a Personal Declaration which outlines the importance of mail integrity and confirms the employee understands its importance and the potential consequences if mail integrity is not adhered to. The Claimant signed the personal declaration [24].

7. The issue of mail integrity is one of the key fundamental aspects of the service the Respondent provides, consequently, all employees receive full delivery training when they start working for the Respondent, and this includes training on safeguarding customers' mail and the importance of delivering customer's mail in a timely manner and in accordance with the service they pay for.

8. On 20 March 2019, at approximately 8:52am, the Claimant left Epsom Delivery Office in a Royal Mail vehicle to go out on delivery. At approximately 9:10am, Mr Datta, his Delivery Manager, telephoned him on his mobile and informed him that he had left two tracked parcels which were intended for delivery to addresses on his route. The items were due for delivery that day.

9. The Claimant informed Mr Datta that he couldn't return to the delivery office immediately to collect the items, but said that he would do so later. The Claimant confirmed to Mr Datta that he would return to deliver the items that were due for delivery that day.

10. The Claimant failed to return to Epsom Delivery office to collect and deliver the two items that were part of his delivery route, despite informing Mr Datta that he would do so.

11. On 21 March 2019, Mr Datta approached the Claimant to ask if he had delivered the two items the previous day. The Claimant told Mr Datta that he had delivered the items, despite this not being true. The Claimant actually delivered the items on 21 March 2019 (a day late) and this was confirmed in a performance report and confirmation of delivery details [78 – 88].

12. The Claimant was suspended from duty on 22 March 2019 whilst investigations commenced [90].

13. The Claimant was invited to attend a fact-finding interview with Raman Datta on 29 March 2019 [98-102]. In that meeting, the Claimant confirmed that he received a call from his manager with regard to the two tracked items he had left behind. He confirmed that he did not come back to the delivery office to collect the items and he confirmed that he delivered the items a day late, on 21 March 2019.

The Claimant also confirmed that his duty time was 06:12 to 14:10 and that he was paid 3 hours overtime from 14:10 to 17:10. The Claimant said that he finished the overtime duty at 15:00 and had 2 hours to return to the delivery office to collect and deliver the items, which he failed to do [68 – 71].

14. As a result of the fact-finding investigation, Mr Datta believed the potential misconduct may require a penalty that was above his level and he informed The Claimant of this [108].

15. The papers were passed to Mrs Barter for her consideration and she wrote to the Claimant [109-110] inviting him to attend a formal conduct meeting with her on 4 April 2019 to discuss (1) alleged intentional delay of mail to two tracked items FN 4306 6822 2GB for 34 Bradford Drive and KT 1107 2699 1GB for 142 Walsingham Gardens and; (2) your integrity where you were untruthful when asked if you had successfully delivered them..

16. She informed the Claimant that the formal notification was being considered as gross misconduct and that one outcome could be dismissal without notice. The Claimant was also told that he had the right to be accompanied by a trade union representative/work colleague to the interview.

17. The Conduct Interview took place on 4 April 2019 [112-116]. Present at the interview was Mrs Barter, the Claimant and Mr Watkins, CWU Representative. At the commencement of the interview, Mrs Barter reminded the Claimant of the charges that he was facing. The Claimant told her that he had worked for the business for 12 years and had received sufficient training to be able to complete his job to his highest ability. The Claimant said that on 20 March 2019, it was a normal busy Wednesday and that, when he was out on delivery, he received a call from his manager stating that he had left 2 tracked items behind. The Claimant said he informed Mr Datta that he was unable to return to the delivery office and asked whether a colleague could deliver one of the tracked items to the address in Bradford_Drive. The Claimant said that Mr Datta had asked him to call him at 11.30 to ensure the items were being delivered and that if he didn't hear from him that he would assume the items had been delivered. The Claimant said that he didn't call Mr Datta as he had a heavy duty and needed to complete his overtime. He also said that he had received a call from social services regarding him not being able to see his children.

18. The Claimant confirmed that he told Mr Datta that he would return to the delivery office to deliver the items. He also confirmed that he did not return to the delivery office on 20 March 2019. He said he had problems with his family and that he simply forgot about the items.

19. The Claimant confirmed that despite being paid until 17:10 to finish his overtime, that he had completed this by 14:39 which gave him plenty of time to return to the delivery office and deliver the two items he had left behind. He said that he was stressed out after he had received the telephone call from social services, that he wasn't thinking straight and that he 'forgot' everything.

20. The Claimant confirmed that when he was asked on 21 March 2019 by Mr Datta if he had delivered the items, that he said he had, despite this not being true. The Claimant said that it wasn't his intention to be untruthful, and that he was still

stressed.

21. On 4 April 2019, Mrs Barter wrote to the Claimant [117] providing him with a copy of the notes of interview which he signed and returned on 9 April 2019 [116].

22. As part of the investigations, Mr Datta produced a written statement regarding the events on 20 March 2019 [118]. The document was contained within the paperwork provided to the Claimant and was agreed by him during his interview.

23. On 8 April 2019, Mrs Barter wrote to the Claimant advising him of this [page 122].

24. Mrs Barter was satisfied that she had enough information to make her decision and, on 18 April 2019, she wrote to the Claimant inviting to attend a decision meeting with her [126]. Mrs Barter did consider the mitigating circumstances the Claimant put forward surrounding his personal circumstances and situation that he found himself in on 20 March 2019, she did not consider this warranted him being excused for his actions. The Claimant said that he received the phone call from social services at 10.00am and she considered that he could have contacted his manager to inform him of the situation and advise of the difficulties he was facing in being able to return to the delivery office. She did not believe that the Claimant simply ‘forgot’ that he had to deliver the items and believed that he made a conscious decision not to return to the delivery office in the hope that the undelivered items would not be noticed. She considered that the Claimant’s lack of integrity was confirmed the following day when asked by his manager if he had delivered the items, and that he chose to deliberately not tell the truth by stating that the items had been delivered. She informed the Claimant that he was being dismissed with 2 weeks’ notice and that his last day of service was 8 May 2019. Although the Claimant was charged with gross misconduct which warranted summary dismissal, she decided to dismiss the Claimant with 2 weeks’ notice [132 – 133].

25. On reading the report [132-133], the Claimant and his representative were concerned at it stated that the decision was influenced by the fact that he had been given a 2-year serious warning before. The report made no mention of his family issues. The Claimant decided to appeal.

26. Ms Turley was provided with the case papers and wrote to the Claimant and invited him to attend an Appeal hearing on 7 June 2019 [136-137]. The Claimant attended the hearing with a CWU representative, Mr Watkins.

27. Following the appeal hearing, Ms Turley wrote to the Claimant enclosing the notes of interview [144]. The Claimant responded on 14 June 2019 confirming that the notes were an accurate record. There are typographical errors in that she has referred to the dates of the incident being 20, 21 and 22 February 2019 when in fact they should be 20, 21 and 22 March 2019 respectively.

28. After concluding the appeal hearing she was satisfied that she had enough information and did not believe she needed to undertake any further investigations and she therefore considered her decision. There was no dispute by the Claimant that he left behind in the delivery office two tracked parcels which were due for delivery on 20 March 2019. There was also no dispute by the Claimant that his

manager, Mr Datta telephoned him whilst he was out on duty informing him of the parcels he had left behind and that the Claimant confirmed to Mr Datta that he would return to the office to collect and deliver them the same day. The Claimant also confirmed that he did not return to the delivery office on 20 March 2019. The Claimant confirmed that despite him not delivering the parcels on 20 March 2019, that when he was asked by Mr Datta on 21 March 2019 whether the parcels had been delivered, that the Claimant told him that he had, when in fact he hadn't. The Claimant confirmed that he delivered the parcels on 21 March 2019, which was a day late and therefore breached the delivery specifications.

29. In relation to the specific points of mitigation put forward by the Claimant during the appeal hearing.

a) That himself and his delivery partner had checked they had cleared all the mail before leaving the office and the tracked items must have come out late.
She did not accept this point. The delivery reports [80-88] show that item number KT11207627991GB was allocated to the walk at 7.49hrs, and item FN430668222GB was allocated to the walk at 7.45hrs. The PDA data [72] shows that the Claimant left the delivery office at 8.52 and therefore the evidence shows that the items were available before the Claimant left the office.
In any event, he was informed by Mr Data whilst he was out on delivery that the items had been left behind and he was well aware therefore that the items remained in the delivery office and needed to be collected and delivered. Furthermore, The Claimant had completed his delivery and overtime 2 ½ hours before his finishing time and in those circumstances, he had ample time to return to the delivery office to take out and deliver the items that he had left behind.

b) The items concerned could have been delivered later that day by a collections driver
It was the Claimant's responsibility to deliver those items and he specifically agreed to Mr Datta that he would return to the delivery office later to complete the delivery. After the initial contact between Mr Datta and the Claimant, she accepted that the Claimant queried with Mr Datta whether someone else could go and deliver the items. The Claimant said however that he was told by Mr Datta that he should call him at 11.30 should there be a problem with the delivery and that if Mr Datta did not hear from him, then he would assume the items had been collected and delivered [112]. Since Mr Datta did not hear from the Claimant, he therefore assumed that the items had been delivered in line with delivery specification.

c) The following day the Claimant was spoken to by a workplace coach about the two delayed items and he was given advice on what to do in similar situations. It was suggested this conversation constituted counselling
A workplace coach is an employee who is there to support colleagues to achieve best practise. They do not have any line management responsibilities and do not have the authority to undertake counselling or take action under the conduct code.

d) <u>That the customer had not complained and compensation had not been paid</u>
Ms Turley considered this to be irrelevant. A customer not complaining or seeking compensation does not release the Respondent from its obligations to provide the service which had been paid for.

e) <u>That the dismissing manager had referred to a previous conduct award of a 2 year serious warning for peeling off labels from recorded delivery items, however the penalty was not on the Claimant's record and in any event, would have been time spent.</u>
Ms Turley accepted that this should not have been referred to by Ms Barter although she did indicate that whilst she had met with the Claimant in relation to the previous incident, that she did not conclude the conduct case and nor was the Claimant informed of any outcome. That incident was therefore disregarded and had no bearing on the outcome of this case. It did not form part of Ms Turley's conclusions in this appeal.

f) <u>That the Claimant said he had been experiencing relationship difficulties and he had moved out of his home 2 ½ weeks prior. At 10.00 he received a call from their social worker informing him he couldn't see his children. The Claimant said that when he finished his delivery he returned home so he could call his wife. The Claimant said as a result of this situation he wasn't thinking straight.</u>
The Claimant had his mobile phone with him whilst he was out on delivery. There was no reason why he could not have called his wife during his delivery time after he had received the phone call from the social worker.
The Claimant had been contacted by Mr Datta only a short time before he received the phone call from the social worker and that the fact that he had left items behind which were due for delivery would have been fresh in his mind. Furthermore, had the Claimant felt that he needed to return home to deal with the personal situation, then there was no reason why he could not have telephoned Mr Datta advising him of the situation. Although the Claimant said that he was not 'thinking straight' he was able to continue for a further 4 hours after he had received the call from the social worker in order to complete his delivery, and finish the overtime duty.
Other points to note are that on 21 March 2019 when Mr Data asked the Claimant had he delivered the items on 20 March 2019 and the Claimant said he had, that he had already been spoken to by a workplace coach. The Claimant therefore intentionally told Mr Datta that he had delivered the items when in fact he hadn't. There was no possibility therefore, that the Claimant was unclear or uncertain of what he was being asked by Mr Datta.

The Claimant was paid to work until 17:10 on overtime and yet he finished the overtime duty with 2 hours to spare. There was ample time therefore for him to return to the delivery office to deliver the items.

30. Ms Turley believed that the Claimant had intentionally delayed the mail and his integrity was put into doubt given that he was untruthful to his manager. Having undertaken a complete re-hearing of this case, she was satisfied that the charges

were met. In considering the appropriate penalty, she took into account the Claimant's length of service of 12 years and his clear conduct record. She also considered at length his personal circumstances. She considered that the Claimant had demonstrated behaviour that was so serious and unacceptable that he has irreparably damaged the necessary trust and confidence that the Respondent had in him to perform his role in line with business standards. The Claimant was an experienced employee. He was well aware of his responsibilities and yet he chose to ignore those responsibilities and intentionally delayed mail. He was also untruthful to his manager when questioned about the delivery of the items. She believed that summary dismissal was the correct penalty.

31. The decision to summarily dismiss the Claimant was therefore upheld and his appeal failed. The Claimant was informed of the decision on 21 June 2019 [144] with full deliberations [145-152].

SUBMISSIONS

32. The Tribunal received submissions from both parties orally.

RELEVANT LEGAL PRINCIPLES

Unfair Dismissal

33. Dismissal must be for a potentially fair reason within the meaning of section 98 of the Employment Rights Act ("ERA") 1996. Conduct is a potentially fair reason: section 98(2)(b) ERA 1996. At the first stage of assessing fairness, the employer merely has to show that the reason given was the reason it in fact relied on and that it was capable of being fair. Once it has done this this the tribunal will go on to consider whether the dismissal was fair in all the circumstances within the meaning of section 98(4) ERA 1996.

34. The statutory reasonableness test which tribunals must apply when deciding unfair dismissal complaints requires that where the employer has fulfilled the requirements of section 98(1) of the Employment Rights Act 1996, then, subject to sections 99 to 106 of the Employment Rights Act, the determination of the question whether the dismissal was fair or unfair, is established in accordance with section 98(4) of the Employment Rights Act, which states:

> (4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer)—
>
> (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
>
> (b) shall be determined in accordance with equity and the substantial merits of the case.

35. In the context of misconduct, the test of a fair dismissal is that it is sufficient if the employer honestly believes on reasonable grounds, and after all reasonable investigation, that the employee is committed the misconduct. In considering reasonableness in this context, the judgment in **British Home Stores Ltd v. Burchell** [1980] ICR 303 contained guidelines, cited in most tribunal cases

involving dismissal for misconduct and are contained in the following quotation from the Employment Appeal Tribunal's judgment at paragraph 2:

> "What the tribunal have to decide every time is, broadly expressed, whether the employer who discharged the employee on the ground of the misconduct in question (usually, though not necessarily, dishonest conduct) entertained a reasonable suspicion amounting to a belief in the guilt of the employee of that misconduct at that time. That is really stating shortly and compendiously what is in fact more than one element. First of all, there must be established by the employer the fact of that belief; that the employer did believe it. Secondly, that the employer had in his mind reasonable grounds upon which to sustain that belief. And thirdly, we think, that the employer, at the stage at which he formed that belief on those grounds, at any rate at the final stage at which he formed that belief on those grounds, had carried out as much investigation into the matter as was reasonable in all the circumstances of the case…t is not relevant, as we think, that the tribunal would itself have shared that view in those circumstances. It is not relevant, as we think, for the tribunal to examine the quality of the material which the employer had before him, for instance to see whether it was the sort of material, objectively considered, which would lead to a certain conclusion on the balance of probabilities, or whether it was the sort of material which would lead to the same conclusion only upon the basis of being sure' as it is now said more normally in a criminal context, or, to use the more old-fashioned term, such as to put the matter beyond reasonable doubt'. The test, and the test all the way through, is reasonableness; and certainly, as it seems to us, a conclusion on the balance of probabilities will in any surmisable circumstance be a reasonable conclusion."

36. In **Scottish Daily Record & Sunday Mail [1986] Ltd v. Laird** [1996] IRLR 665, the Inner House of the Court of Session said, as regards the application of the **Burchell** test, that if the issue between the employer and the employee is a simple one and there is no real dispute on the facts, it is unlikely to be necessary for the employment tribunal to go through all the stages of the **Burchell** test.

37. The Court of Appeal further considered **Burchell** in **Graham v. Secretary of State for Work and Pensions (Jobcentre Plus*)*** [2012] IRLR 759 by Aikens LJ at paragraphs 35-36:

> 35 '…once it is established that employer's reason for dismissing the employee was a "valid" reason within the statute, the ET has to consider three aspects of the employer's conduct. First, did the employer carry out an investigation into the matter that was reasonable in the circumstances of the case; secondly, did the employer believe that the employee was guilty of the misconduct complained of and, thirdly, did the employer have reasonable grounds for that belief.

> 36 If the answer to each of those questions is "yes", the ET must then decide on the reasonableness of the response by the employer. In performing the latter exercise, the ET must consider, by the objective standards of the hypothetical reasonable employer, rather than by reference to the ET's own subjective views, whether the employer has acted within a "band or range of reasonable responses" to the particular misconduct found of the particular employee.

38. Although not specifically identified in the issues, the Tribunal considered the cases of **Sandwell & West Birmingham Hospitals NHS Trust v. Westwood** 2009 UKEAT/0032/09 and **Eastland Homes Partnership Ltd. v. Cunningham** 2014 UKEAT/027/13 and considered the nature of the misconduct and whether the characterisation by the Respondent that it was gross misconduct was reasonable.

39. It may be that the foregoing issue is contained within consideration of sanction. In relation to sanction, there are, broadly, three circumstances in which dismissal for a first offence may be justified:

a. where the act of misconduct is so serious (gross misconduct) that dismissal is a reasonable sanction to impose notwithstanding the lack of any history of misconduct;

b. where disciplinary rules have made it clear that particular conduct will lead to dismissal; and

c. where the employee has made it clear that he is not prepared to alter his attitudes so that a warning would not lead to any improvement.

40. In considering procedural fairness the Employment Appeal Tribunal in **Clark v Civil Aviation Authority** [1991] IRLR 412 laid out some general guidelines as to what a fair procedure requires. But even if such procedures are not strictly complied with a dismissal may nevertheless be fair – where, for example, the procedural defect is not intrinsically unfair and the procedures overall are fair: **Fuller v Lloyd's Bank plc** [1991] IRLR 336.

41. An employment tribunal must take a broad view as to whether procedural failings have impacted upon the fairness of an investigation and process, rather than limiting its consideration to the impact of the failings on the particular allegation of misconduct, see **Tykocki v. Royal Bournemouth and Christchurch Hospitals NHS Foundation Trust** UKEAT/0081/16 dated 17 October 2016.

42. Whilst there was some suggestion that the 'range of reasonable responses' test applies only to the decision to dismiss, not to the procedure adopted, this was rejected by the Court of Appeal in **Sainsbury's Supermarkets Ltd v. Hitt** [2003] ICR 111 CA. The Court of Appeal held in this case (at paragraph 30) that the 'range of reasonable responses' – or the need to apply the objective standards of the reasonable employer – applies:

> "…as much to the question of whether the investigation into the suspected misconduct was reasonable in the circumstances as it does to the reasonableness of the decision to dismiss for the conduct reason."

43. Procedure is part of the overall fairness to be considered by the tribunal and not a separate act of fairness – see Langstaff J in **Sharkey v Lloyds Bank plc** UKEAT/0005//15 (4 August 2015, unreported):

> …procedure does not sit in a vacuum to be assessed separately. It is an integral part of the question whether there has been a reasonable investigation that substance and procedure run together.

44. Procedural defects in the initial disciplinary hearing may be remedied on appeal provided that in all the circumstances the later stages of a procedure are sufficient to cure any earlier unfairness: **Taylor v OCS Group Ltd** [2006] IRLR 613.

DISCUSSION and DECISION

45. There was no dispute by the Claimant that he had failed to take out two tracked items on his delivery on 20 March 2019. There was also no dispute by the Claimant that he had received a call from his manager regarding the two items and that he informed his manager that he would return to the delivery office to take the items out later on in the day. Further, there was no dispute by the Claimant that he failed to return to the delivery office on 20 March 2019 and that the items remained undelivered. The Claimant confirmed that despite being paid until 17:10 to complete his overtime, that he finished at 14:39 giving him ample time to return to the delivery office to deliver the two items. The Claimant also confirmed that when asked by his manager on 21 March 2019 that the items had been delivered, that he had been untruthful and told his manager that he had delivered the items when indeed he hadn't. The Tribunal noted that the Claimant said [118]" I wouldn't let you down or the customers. I always deliver everything."

46. Conduct was the reason for the dismissal and it is a potentially fair reason.

47. It was appropriate for the Respondent to characterise the conduct as gross misconduct. The Respondent's policies identify the misconduct which the Claimant admitted as gross misconduct,

48. Turning to the issues, the Tribunal determined them as follows:

Did the Respondent have reasonable grounds for its belief that the Claimant was guilty of this misconduct? The Claimant admitted his misconduct.

Had the Respondent carried out as much investigation as was reasonable in the circumstances? It had. Extensive investigation was not required.

Was the procedure followed by the Respondent within the range of reasonable options open to a reasonable employer? The Tribunal was concerned about the issue of whether there had been a prior warning and how Ms Barter had dealt with it. This matter was addressed on appeal which was a compete rehearing. The Tribunal considered that the Respondent had taken account of the personal circumstances put forward by the Claimant. The overall procedure fell within the range of reasonable responses with any defects in the initial stage being cured at the appeal stage.

49. Was the decision to dismiss a fair sanction; that is, was it within the range of reasonable responses? The Claimant admitted committing the offence, his dismissal would likely fall within the range on reasonable responses open to the employer. In addition, in the light of his dishonest reply to his manager and the fundamental breach of trust that that involved, the dismissal of the Claimant did fall within the range of reasonable responses open to a reasonable employer. The Claimant's main complaint was that his personal circumstances were not properly taken into account but they were to the extent necessary.

CONCLUSION

50. The Claimant's dismissal was not unfair. The claim is dismissed.

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Employment Judge Truscott QC

Date 26 March 2020.